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14 GOOLD HEALTH SYSTEMS, JIM CLAIR,  
WILLIAM WALDRON, THE WALDRON GROUP,  
and CHRISTOPHER HOWARD.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

19 || SYNERGY ADVISORS, LLC.

20 Plaintiff,

21 | v.

22 GOOLD HEALTH SYSTEMS, INC., a  
23 Maine corporation; JIM CLAIR, an  
24 individual; WILLIAM WALDRON, an  
25 individual; THE WALDRON GROUP,  
a Maine corporation, CHRISTOPHER  
HOWARD, an individual, and DOES 1-  
25, inclusive.

26 | Defendants.

Case No. CV 13-06410-MMM(JCGx)

*Assigned to Hon. Margaret M. Morrow*

**[PROPOSED] PROTECTIVE  
ORDER**

**[Joint Stipulation Regarding Protective Order Filed Concurrently]**

## **PROTECTIVE ORDER**

2 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, this  
3 Stipulation is entered into by and between plaintiff Synergy Advisors, LLC  
4 (“Plaintiff”), and defendants Goold Health Systems, Inc., James A. Clair, William  
5 Waldron, The Waldron Group, and Christopher Howard (together “Defendants”)  
6 (each a “Party” and collectively the “Parties”). The purpose of this Stipulation is to  
7 preserve the confidentiality of certain documents and information that will be  
8 produced by the Parties during discovery. In order to preserve the confidentiality of  
9 documents and information that will be produced, the Parties are entering into this  
10 Stipulation and requesting that the Court issue a Protective Order in conformity with  
11 the terms set forth herein. Specifically, the Parties hereby stipulate and agree as  
12 follows:

## **INFORMATION SUBJECT TO THIS ORDER**

15           1. As used in this order, the term "Confidential Material" shall  
16 mean any document, portion of a document, evidence, or other information that the  
17 party producing the discovery believes in good faith to include (a) confidential and  
18 proprietary business or financial information, the public disclosure of which would  
19 cause significant competitive harm; (b) data derived from such confidential  
20 information and proprietary business or financial information, including any  
21 summaries, compilations, quotes, or paraphrases thereof; or (c) any type of private  
22 individual or personal information that has not been made generally available to the  
23 public and that is protected by Section 1 of the California Constitution, including,  
24 but not limited to, social security numbers and information about salary or other  
25 compensation. Confidential Material may be made subject to the Protective Order  
26 by marking documents, discovery responses, declarations, affidavits, briefs,  
27 memoranda, or other material by affixing the legend "CONFIDENTIAL UNDER  
28 PROTECTIVE ORDER" or a similar marking on each page of the document,

1 discovery response, declaration, affidavit, brief, memorandum, electronic file, or  
2 other material. As used herein, "Producing Party" shall refer to any party, including  
3 the Parties to this Action and non-parties, who disclose and/or produce any  
4 Confidential Material in this Action. "Receiving Party" shall refer to the Parties to  
5 this Action who receive Confidential Material from a Producing Party. Nothing  
6 herein shall be construed as a waiver of any Party's ability to seek an enhanced level  
7 of protection for documents and information sought in discovery.

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9                   2. Confidential Material may be made subject to the Protective  
10 Order by marking documents, discovery responses, declarations, affidavits, briefs,  
11 memoranda, or other material by affixing the legend "CONFIDENTIAL UNDER  
12 PROTECTIVE ORDER" or a similar marking on each page of the document,  
13 discovery response, declaration, affidavit, brief, memorandum, or other material.  
14 Any Party or non-party from whom discovery is sought in this Action, and who is  
15 producing or disclosing information which it reasonably believes in good faith  
16 constitutes Confidential Material, may designate it as set forth herein.

17

18                   3. Each party that designates information or items for protection  
19 under this Protective Order must take care to limit any such designation to specific  
20 material that qualifies under the appropriate standard. The Producing Party must  
21 designate for protection only those parts of material, documents, items, or oral or  
22 written communications that qualify, so that other portions of the material,  
23 documents, items, or communications for which protection is not warranted are not  
24 swept unjustifiably within the ambit of this Protective Order. Mass, indiscriminate,  
25 or routinized designations are prohibited. Designations that are shown to be clearly  
26 unjustified and that cause the Receiving Party to incur undue expense to challenge  
27 the designation will expose the Producing Party to sanctions.

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1                   4.     Inadvertent failure to designate any information, documents or  
2 materials as Confidential Material shall not waive the Producing Party's right to later  
3 designate such information, documents or materials as Confidential Material,  
4 provided that such designation is made promptly upon discovery of the inadvertent  
5 failure. To the extent applicable, the Producing Party shall then promptly provide  
6 the Receiving Party with new copies of the information, documents or materials  
7 with the proper designation. Once notified of the inadvertent failure, all parties shall  
8 treat the late-designated information, documents or materials as Confidential  
9 Material under the terms of this Protective Order. If, before the Producing Party  
10 notifies a Receiving Party of such designation of already-produced information,  
11 documents or materials, they have been disclosed or used in a manner inconsistent  
12 with the subsequent designation, the Receiving Party shall promptly notify the  
13 Producing Party upon receiving notice of the designation as Confidential Material.  
14

15                   5.     Confidential Material shall be used only for purposes of this  
16 litigation, and shall not be made public or disclosed to third parties in connection  
17 with any pre-trial proceedings, except as described in Paragraph 5 herein.  
18 Confidential Material may be removed from the protections of this Protective Order  
19 in writing by the Producing Party, or by order of this Court.  
20

21                   6.     Disclosure of Confidential Material shall be limited to the  
22 following:

23                                   (a)    the Parties and their employees;  
24                                   (b)    the Parties' outside counsel and personnel employed by  
25                                    outside counsel in this Action;  
26                                   (c)    the Court and its personnel;  
27  
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- (d) court reporters and their staff, professional jury or trial consultants, and independent litigation support vendors to whom disclosure is reasonably necessary for this litigation;
- (e) independent experts or consultants to whom disclosure is reasonably necessary for this litigation; and
- (f) witnesses in the action to whom disclosure is reasonably necessary.

9           7.     Each (a) consultant or outside vendor authorized pursuant to  
10 Paragraph 5(d), *supra*, (b) expert or consultant authorized pursuant to Paragraph  
11 5(e), *supra*, and (c) witness authorized pursuant to Paragraph 5(f), *supra*, shall, prior  
12 to or concurrently with being given access to Confidential Material, acknowledge in  
13 writing his or her familiarity with the terms of this Protective Order and execute the  
14 Agreement to Comply with Stipulated Protective Order, attached hereto as

15 | Exhibit A.

17           8.     In all pre-trial filings, the Receiving Party shall file Confidential  
18 Material it has received from the Producing Party according to the procedures set  
19 forth in the Court's Pilot Program -Instructions To Attorneys Procedures For Filing  
20 Under Seal Documents and, to the extent consistent with such Pilot Program, Local  
21 Rule 79-5. This Protective Order shall not govern the procedures for the  
22 introduction of exhibits at trial or the sealing of the record at trial, without prejudice  
23 to any party's ability to seek protection for, or limit disclosure of, sensitive or  
24 confidential material at trial to the extent permitted by law.

26                   9. In the case of depositions, if a question contains, or if a question  
27 calls for an answer that contains, or if an exhibit contains Confidential Material,  
28 counsel may designate on the record during the deposition the information that

1 contains Confidential Material that is to be made subject to the provisions of this  
2 Order. The court reporter shall be instructed to mark the deposition transcript  
3 accordingly. Following the deposition, the witness under deposition or his counsel  
4 shall have the right, within seven calendar days of receiving a transcript of the  
5 deposition, to designate or change the confidentiality designation of the transcript or  
6 portions thereof.

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8                   10. In the event that any Receiving Party receives a subpoena or  
9 other process or order to produce Confidential Material, such party shall notify the  
10 counsel of record of the Producing Party of the document sought by such subpoena  
11 or other process or order, and shall provide counsel for the Producing Party a copy  
12 of said subpoena, process, or order. The Party asserting the confidential treatment  
13 shall have the burden of defending against such subpoena, process, or order. The  
14 party receiving the subpoena, process, or order shall be entitled to comply with it  
15 except to the extent the Party asserting the confidential treatment succeeds in  
16 obtaining an order modifying or quashing such subpoena, process, or order.  
17 Nothing in this paragraph should be construed as authorizing or encouraging a  
18 Receiving Party to disobey a lawful directive from another court.

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20                   11. Nothing herein shall be construed as affecting any Party's ability  
21 to use any information designated as Confidential Material under this Protective  
22 Order if the Receiving Party can show that the information: (a) is at the time of  
23 disclosure, or thereafter becomes, through no act or omission by the Receiving Party  
24 or its employees, a part of the public domain; (b) is subsequently independently  
25 developed by the Receiving Party without reliance on the Confidential Material or  
26 was in the Receiving Party's lawful possession prior to disclosure; or (c) was  
27 lawfully disclosed to the Receiving Party by a non-party that did not acquire the

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1 information under an obligation of confidentiality from or through the Producing  
2 Party.

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4           12. Nothing herein, nor acceptance by a Receiving Party of  
5 Confidential Material with or without a challenge to the confidentiality designation,  
6 shall be construed as an agreement or admission that any information, document, or  
7 other item designated as Confidential Material is in fact confidential, trade secret, or  
8 competitively-sensitive material. If a Party to this Protective Order seeks to contest  
9 the designation of any information, materials or documents designated by another  
10 party as Confidential Material, that Party may do so by noticed motion or *ex parte*  
11 application to the Court. Such motion or application shall be accompanied by a  
12 declaration demonstrating a reasonable and good faith effort to informally resolve  
13 the dispute. In any challenge to the designation of Confidential Material, the  
14 proponent of the Confidential Material designation shall bear the burden of proof  
15 and must justify the propriety of the designation. Disputed material shall remain  
16 protected as designated under this Order until the Court rules on the motion or  
17 application regarding that designation.

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19           13. Within thirty (30) days of the conclusion of the Action, including  
20 any appeal, all Confidential Material shall be destroyed by the Receiving Party.  
21 Notwithstanding the foregoing, outside counsel of record for each party may retain  
22 for its archives: (a) one full set of copies of all pleadings, affidavits, declarations,  
23 briefs, memoranda, expert reports, and exhibits and other papers filed in this Action;  
24 (b) one set of transcripts of all testimony taken at any depositions, hearings or trial  
25 (with exhibits); and (c) all of its work product generated in connection with this  
26 Action.

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1           14. The Protective Order may be modified only in writing by the  
2 parties and approved by an order of the Court, or by motion to the Court, or by the  
3 Court on its own order.

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5           **IT IS SO ORDERED.**

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7           Dated: February 10, 2014

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The Honorable Jay C. Gandhi

United States Magistrate Judge

## **EXHIBIT “A”**

## Agreement Concerning Material Covered by Protective Order

I, \_\_\_\_\_, hereby affirm the following:

1. My address is \_\_\_\_\_ . My telephone number is (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ .

11                   2. I have read and I understand the Protective Order (“**Protective**  
12 **Order**”), entered in the action *Synergy Advisors, LLC v. Goold Health Systems, Inc.*  
13 *et al.*, Case No. CV 13-06410-MMM(JCGx), United States District Court, Central  
14 District of California, and I agree to be bound by its terms.

16                   3. I understand that this Protective Order requires me not to  
17 disclose any information designated as CONFIDENTIAL UNDER PROTECTIVE  
18 ORDER that is provided to me in the course of my involvement in this litigation to  
19 any person not authorized by this Protective Order to receive such information. I  
20 further agree that I will use the Confidential Material solely for purposes of this  
21 litigation in accordance with the Protective Order.

23                   4. I agree that I shall return all documents containing any  
24 information designated as CONFIDENTIAL UNDER PROTECTIVE ORDER that  
25 have been provided to me, together with any work product including such  
26 information designated as CONFIDENTIAL UNDER PROTECTIVE ORDER upon  
27 demand by the Court or the counsel or Party or third party who furnished such  
28 information to me.

1           5.     In addition, I consent to the jurisdiction of the United States  
2 District Court for the Central District of California, Western Division, with respect  
3 to any actions of any kind whatsoever relative to the enforcement of the Protective  
4 Order, recognizing that in doing so I subject myself to the full powers of that Court,  
5 including the power of imposing sanctions for contempt.

7 I declare under penalty of perjury under the laws of the United States of  
8 America that the foregoing is true and correct and that this Agreement was executed  
9 on \_\_\_\_\_, \_\_, 2014, at \_\_\_\_\_, \_\_\_\_\_.

### Signature